

PATENT

Attorney Docket No. A-68717-2/RMS/VEJ
Application No. 09/881,052

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Michal Lebl *et al.*

Application No. 09/881,052

Filed: June 13, 2001

For: OLIGONUCLEOTIDE
SYNTHESIZER

Art Unit: 1743

Examiner: Elizabeth S. Quan

Docket No.: A-68717-2/RMS/VEJ

Certificate of Transmission (37 C.F.R. § 1.8(a))I hereby certify that this correspondence is being facsimile transmitted
to the U.S. Patent and Trademark Office. Facsimile number (703) 872-
9306 on _____

Victor E. Johnson

Mail Stop AMENDMENT
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER

Sir:

The undersigned is an attorney of record in the above-identified application.

Illumina, Inc., a Delaware corporation having offices at 9885 Towne Centre Drive, San Diego, California 92121, is the owner of the entire right, title and interest in (1) the above-identified application as evidence of an assignment recorded in the U.S. Patent and Trademark Office on January 16, 2002 at Record No. 012486/0615, and (2) U.S. Patent No. 6,663,832 issued December 16, 2003 and entitled OLIGONUCLEOTIDE SYNTHESIZER.

Illumina, Inc., hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer of prior Patent No. 6,663,832. Illumina, Inc. hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

TERMINAL DISCLAIMER

1 of 2

(1150023)

BEST AVAILABLE COPY

PATENT

Attorney Docket No. A-68717-2/RMS/VEJ
Application No. 09/881,052

any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, *Medina, Inc.* does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 261 to 156 and 173 of prior Patent No. 6,663,832, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

The Commissioner is hereby authorized to charge any underpayment of fees associated with this communication, including any necessary fees for extension of time or additional claims, and/or credit any overpayment to *Medina, Inc.* Account No. 50-2319 (Order No. 469249-00078; Docket No. A-68717-2/RMS/VEJ).

Respectfully submitted,

Date: 8/23/2004By: *Victor E. Johnson*Victor E. Johnson, Reg. No. 41,546
/for/Robin M. Silva, Reg. No. 38,304
Filed Under 37 C.F.R. § 1.34(a)

DORSEY & WHITNEY LLP
Four Embarcadero Center, Suite 3400
San Francisco, CA 94111-4187
Telephone: (415) 781-1989 Facsimile: (415) 398-3249

TERMINAL DISCLAIMER

2 of 2

(1150023)

BEST AVAILABLE COPY